

EXHIBIT N

UNITED FIRE & CASUALTY COMPANY

0110

PERSONAL AUTO POLICY DECLARATION

118 SECOND AVE SE PO BOX 73909 CEDAR RAPIDS IA 52407-3909	Policy Number	Policy Period	
	90625038	From 03/30/2011	To 09/30/2011
12:01 A.M. STD. time at address of the Named Insured as stated herein.			
Transaction			
CHANGE	EFF 05/24/2011	COM	T Account # 237798
NAMED INSURED AND ADDRESS		AGENT NAME AND ADDRESS	
DEBBIE PLUCKER		BRENNER & JUSTICE INS INC AGT # 230299	
45730 SD HIGHWAY 44		3701 W 49TH ST, STE 201	
PARKER SD 57053-5624		SIOUX FALLS SD 57106	
		PHONE # 605-362-8200	

Description of covered vehicles, limits of liability and premiums charged. Coverage is provided where a premium and limit of liability is shown. We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment.

UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGE MAY BE PURCHASED UP TO YOUR LIABILITY LIMIT. PLEASE CONTACT YOUR AGENT FOR DETAILS.

			VEHICLE 1		VEHICLE 8		VEHICLE 9		
YEAR/MAKE MODEL VEHICLE IDENTIFICATION NUMBER SYMBOL COST NEW/STATED AMOUNTS RATING CLASS/FACTOR USAGE STATE & TERRITORY RATED DRIVER DISCOUNTS			1999 MERCEDES-BEN SLK 230 WDBKK47FXXF080062 17/17 8861F0/ .60 OPR. AGE Pleasure 40/4 DEBBIE PLUCKER M,R,L,P,B		2001 FORD F250 SUPER DUTY 1FTNX21S01EC28940 15/15 885820/ .95 OPR. AGE Business 40/4 M,R,L,P,B		2008 H & H TRAILER 4J6TC1626813101 4,700 841000/ 1.00 UTILITY TRAILER Business 40/4 M,R,L		
COVERAGE	PER PERSON LIMIT	PER ACCIDENT LIMIT	PREMIUM	DED	PREMIUM	DED	PREMIUM	DED	TOTALS
BODILY INJURY	50,000	100,000	35		56				91
PROP DAMAGE		50,000	19		31				50
UM	50,000	100,000	8		8				16
UIM	50,000	100,000	5		6				10
MED	5,000		5		7				12
COMP							19	250	19
COLLISION							13	250	13
VEHICLE PREMIUM TOTAL			\$ 72.00		\$ 107.00		\$ 32.00		
PREMIUM FROM ADDITIONAL PAGES									\$ 657.00
POLICY PREMIUM TOTAL									\$ 868.00
ADDITIONAL PREMIUM									\$ 156.00

This Declarations Page supersedes and replaces any preceding Declarations Page with the same policy number for this policy period.

Issued Date: 05/24/2011

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UNITED FIRE & CASUALTY COMPANY

0110

PERSONAL AUTO POLICY DECLARATION

118 SECOND AVE SE PO BOX 73909 CEDAR RAPIDS IA 52407-3909		Policy Number 90625038		Policy Period From 03/30/2011 To 09/30/2011 12:01 A.M. STD. time at address of the Named Insured as stated herein.	
Transaction					
CHANGE	EFF 05/24/2011	CDM	T	Account #	237798
NAMED INSURED AND ADDRESS			AGENT NAME AND ADDRESS		
DEBBIE PLUCKER 45730 SD HIGHWAY 44 PARKER SD 57053-5624			BRENNER & JUSTICE INS INC AGT # 230299 3701 W 49TH ST, STE 201 SIOUX FALLS SD 57106 PHONE # 605-362-8200		

Description of covered vehicles, limits of liability and premiums charged. Coverage is provided where a premium and limit of liability is shown. We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment.

UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGE MAY BE PURCHASED UP TO YOUR LIABILITY LIMIT. PLEASE CONTACT YOUR AGENT FOR DETAILS.

			VEHICLE 10		VEHICLE 12		VEHICLE 13				
YEAR/MAKE MODEL VEHICLE IDENTIFICATION NUMBER SYMBOL COST NEW/STATED AMOUNTS RATING CLASS/FACTOR USAGE STATE & TERRITORY RATED DRIVER DISCOUNTS			2003 OLDSMOBILE ALERO GL 1G3NL52F33C262576 15/15 885120/ .60 OPR. AGE Pleasure 40/4 VINCE PLUCKER M,R,L,P,B		1998 FORD RANGER 1FTYR14U1WPB22815 12/12 885120/ .60 OPR. AGE Pleasure 40/4 M,R,L,P,B		2011 CHEVROLET CORVETTE GRAND SP 1G1YX2DW1B5107615 42/42 8851FO/ .60 OPR. AGE Pleasure 40/4 M,R,L,P,B				
COVERAGE	PER PERSON LIMIT	PER ACCIDENT LIMIT	PREMIUM	DED	PREMIUM	DED	PREMIUM	DED	TOTALS		
BODILY INJURY	50,000	100,000	35		35		35		105		
PROP DAMAGE		50,000	19		19		19		57		
UM	50,000	100,000	8		8		8		24		
UIM	50,000	100,000	5		5		5		15		
MED	5,000		5		5		5		15		
COMP							126	500	126		
COLLISION							88	500	88		
VEHICLE PREMIUM TOTAL			\$ 72.00		\$ 72.00		\$ 286.00				
PREMIUM FROM ADDITIONAL PAGES											
POLICY PREMIUM TOTAL											

This Declarations Page supersedes and replaces any preceding Declarations Page with the same policy number for this policy period.

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UNITED FIRE & CASUALTY COMPANY

0110

PERSONAL AUTO POLICY DECLARATION

118 SECOND AVE SE PO BOX 73909 CEDAR RAPIDS IA 52407-3909		Policy Number 90625038		Policy Period From 03/30/2011 To 09/30/2011 12:01 A.M. STD. time at address of the Named Insured as stated herein.	
Transaction					
CHANGE	EFF 05/24/2011	COM	T	Account #	237798
NAMED INSURED AND ADDRESS DEBBIE PLUCKER 45730 SD HIGHWAY 44 PARKER SD 57053-5624			AGENT NAME AND ADDRESS BRENNER & JUSTICE INS INC AGT # 230299 3701 W 49TH ST, STE 201 SIOUX FALLS SD 57106 PHONE # 605-362-8200		

Description of covered vehicles, limits of liability and premiums charged. Coverage is provided where a premium and limit of liability is shown. We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect. You must pay us prior to the end of the current policy period or else this policy will terminate after any statutorily required notices are mailed to you. An insufficient funds check is not considered payment.

UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGE MAY BE PURCHASED UP TO YOUR LIABILITY LIMIT. PLEASE CONTACT YOUR AGENT FOR DETAILS.

YEAR/MAKE MODEL VEHICLE IDENTIFICATION NUMBER SYMBOL COST NEW/STATED AMOUNTS RATING CLASS/FACTOR USAGE STATE & TERRITORY RATED DRIVER DISCOUNTS			VEHICLE 14		VEHICLE		VEHICLE		
			2011 CHEVROLET SILVERADO C1500 L 1GCRCE07BZ331885 25/25 885140/ .60 OPR. AGE Pleasure 40/4 M,R,L,P,B						
COVERAGE	PER PERSON LIMIT	PER ACCIDENT LIMIT	PREMIUM	DED	PREMIUM	DED	PREMIUM	DED	TOTALS
BODILY INJURY	50,000	100,000	35						35
PROP DAMAGE		50,000	19						19
UM	50,000	100,000	8						8
UIM	50,000	100,000	5						5
MED	5,000		5						5
COMP			83	500					83
COLLISION			67	500					67
VEHICLE PREMIUM TOTAL			\$ 222.00						
PREMIUM FROM ADDITIONAL PAGES									
POLICY PREMIUM TOTAL									

This Declarations Page supersedes and replaces any preceding Declarations Page with the same policy number for this policy period.

Issued Date: 05/24/2011

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SUPPLEMENTAL PERSONAL AUTO POLICY
DECLARATION

UNITED FIRE & CASUALTY COMPANY

0110

118 SECOND AVE SE PO BOX 73909 CEDAR RAPIDS IA 52407-3909	Policy Number 90625038	Policy Period From: 03/30/2011 To: 09/30/2011
12:01 A.M. STD. time at address of the Named Insured as stated herein.		
Transaction		
CHANGE	EFF 05/24/2011	COM T Account # 237798
NAMED INSURED AND ADDRESS		AGENT NAME AND ADDRESS
DEBBIE PLUCKER 45730 SD HIGHWAY 44 PARKER SD 57053-5624		BRENNER & JUSTICE INS INC AGT # 230299 3701 W 49TH ST, STE 201 SIOUX FALLS SD 57106 PHONE # 605-362-8200

DRIVERS ON THE POLICY	BIRTH	MAR	SEX	DRIVER #
DEBBIE PLUCKER		M	F	001
VINCE PLUCKER		M	M	002

THE FOLLOWING FORMS APPLY TO ALL VEHICLES INSURED BY THE POLICY:

FORM #	ED	DESCRIPTION	PREMIUM
IL7009	0491	PUNITIVE OR EXEMPLARY DAMAGES EXCL	
PP0001	0698	PERSONAL AUTO POLICY	
PP0165	1010	SD - AMENDMENT OF POLICY PROVISIONS	
PP1301	1299	DAMAGE TO YOUR AUTO EXCLUSION	
PP7023	0209	ROADASSIST 24/7	5

THE FOLLOWING FORMS APPLY TO VEHICLES SPECIFIED BELOW:

FORM #	ED	DESCRIPTION	VEHICLE #	PREMIUM
PP0307	0698	TRAILER/CAMPER BODY COVERAGE	9	
PP0311	0698	UNDERINSURED MOTORISTS COVERAGE	1, 8, 10, 12, 13, 14	

DISCOUNTS ALREADY REFLECTED IN THE ABOVE PREMIUMS

DISCOUNT	VEHICLE #	PREMIUM
MULTI-POLICY DISCOUNT	ALL UNITS	-119.00
LOSS FREE DISCOUNT	ALL UNITS	-88.00
RETENTION DISCOUNT	ALL UNITS	-81.00
PASSIVE RESTRAINT DISCOUNT	1, 8, 10, 12, 13, 14	-20.00
ANTI-LOCK BRAKE DISCOUNT	1, 8, 10, 12, 13	-29.00
	14	

ABBREVIATIONS:

CSL = COMBINED SINGLE LIMIT
BI = BODILY INJURY LIMIT PER PERSON/ACCIDENT
PD = PROPERTY DAMAGE LIMIT PER PERSON/ACCIDENT
PIP = PERSONAL INJURY PROTECTION
UM = UNINSURED MOTORISTS
UIM = UNDERINSURED MOTORISTS
PDUM = PROPERTY DAMAGE UNINSURED MOTORIST
PHE = PASSENGER HAZARD EXCLUSION
MED PAY = MEDICAL PAYMENTS
OTC = OTHER THAN COLLISION
SA = STATED AMOUNT BASIS

Issued Date: 05/24/2011

FOOTNOTES:

ACTUAL CASH VALUE OR COST OF REPAIR
WHICHEVER IS LESS MINUS DEDUCTIBLE
SHOWN FOR EACH COVERED AUTO

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DISCOUNT CODES
M = MULTI-POLICY P = PASSIVE RESTRAINT
R = RETENTION T = DRIVER TRAINING
L = LOSS FREE G = GOOD STUDENT
A = ANTI-THEFT D = DEFENSIVE DRIVING
B = ANTI-LOCK BRAKE
S = MN SM AUX LGT SYS

PP 70 15 06 02

UF004924

AMENDATORY ENDORSEMENT
PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION

Regardless of any other provision of this policy, this policy does not apply to punitive or exemplary damages.

IL 70 09 04 91

UF004925

PERSONAL AUTO
PP 00 01 06 98**PERSONAL AUTO POLICY****AGREEMENT**

In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

DEFINITIONS**A. Throughout this policy, "you" and "your" refer to:**

1. The "named insured" shown in the Declarations; and
2. The spouse if a resident of the same household.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:

1. The end of 90 days following the spouse's change of residency;
2. The effective date of another policy listing the spouse as a named insured; or
3. The end of the policy period.

B. "We", "us" and "our" refer to the Company providing this insurance.**C. For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:**

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

D. "Bodily injury" means bodily harm, sickness or disease, including death that results.**E. "Business" includes trade, profession or occupation.****F. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.****G. "Occupying" means in, upon, getting in, on, out or off.****H. "Property damage" means physical injury to, destruction of or loss of use of tangible property.****I. "Trailer" means a vehicle designed to be pulled by a:**

1. Private passenger auto; or
2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.

J. "Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. A "newly acquired auto".

3. Any "trailer" you own.**4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:**

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. Loss; or
- e. Destruction.

This Provision (J.4.) does not apply to Coverage For Damage To Your Auto.

K. "Newly acquired auto":**1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:**

- a. A private passenger auto; or
- b. A pickup or van, for which no other insurance policy provides coverage, that:

(1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and

(2) Is not used for the delivery or transportation of goods and materials unless such use is:

(a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or

(b) For farming or ranching.

2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

- a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 14 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 14 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
- (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.

- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
- (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

PART A – LIABILITY COVERAGE

INSURING AGREEMENT

- A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.

- B. "Insured" as used in this Part means:

1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
2. Any person using "your covered auto".
3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision (B.4.) applies only if the person or organization does not own or hire the auto or "trailer".

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of an "insured":

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

EXCLUSIONS

- A. We do not provide Liability Coverage for any "insured":
1. Who intentionally causes "bodily injury" or "property damage".
 2. For "property damage" to property owned or being transported by that "insured".

3. For "property damage" to property:

- a. Rented to;
 - b. Used by; or
 - c. In the care of;
- that "insured".

This Exclusion (A.3.) does not apply to "property damage" to a residence or private garage.

4. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion (A.4.) does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.

5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion (A.5.) does not apply to a share-the-expense car pool.

6. While employed or otherwise engaged in the "business" of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
- b. Any "family member"; or
- c. Any partner, agent or employee of you or any "family member".

7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6.

This Exclusion (A.7.) does not apply to the maintenance or use of a:

- a. Private passenger auto;
- b. Pickup or van; or
- c. "Trailer" used with a vehicle described in a. or b. above.

8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (A.8.) does not apply to a "family member" using "your covered auto" which is owned by you.

9. For "bodily injury" or "property damage" for which that "insured":

- a. Is an insured under a nuclear energy liability policy; or
- b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

B. We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any vehicle which:

- a. Has fewer than four wheels; or
- b. Is designed mainly for use off public roads.

This Exclusion (B.1.) does not apply:

- a. While such vehicle is being used by an "insured" in a medical emergency;
- b. To any "trailer"; or
- c. To any non-owned golf cart.

2. Any vehicle, other than "your covered auto", which is:

- a. Owned by you; or
- b. Furnished or available for your regular use.

3. Any vehicle, other than "your covered auto", which is:

- a. Owned by any "family member"; or
- b. Furnished or available for the regular use of any "family member".

However, this Exclusion (B.3.) does not apply to you while you are maintaining or "occupying" any vehicle which is:

- a. Owned by a "family member"; or
- b. Furnished or available for the regular use of a "family member".

4. Any vehicle, located inside a facility designed for racing, for the purpose of:

- a. Competing in; or
- b. Practicing or preparing for;

any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the auto accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part B or Part C of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

PART B – MEDICAL PAYMENTS COVERAGE**INSURING AGREEMENT**

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":

1. Caused by accident; and
2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

- B. "Insured" as used in this Part means:

1. You or any "family member":
 - a. While "occupying"; or
 - b. As a pedestrian when struck by a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying" "your covered auto".

EXCLUSIONS

We do not provide Medical Payments Coverage for any "Insured" for "bodily injury":

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.

2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by any "family member"; or
 - b. Furnished or available for the regular use of any "family member".

However, this Exclusion (6.) does not apply to you.

7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
 - a. Private passenger auto;
 - b. Pickup or van that you own; or
 - c. "Trailer" used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.
11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or

- b. Practicing or preparing for; any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
 1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 1. Part A or Part C of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

PART C - UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":
 1. Sustained by an "insured"; and
 2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.
- B. "Insured" as used in this Part means:
 1. You or any "family member".
 2. Any other person "occupying" "your covered auto".

3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.
- C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
 1. To which no bodily injury liability bond or policy applies at the time of the accident.
 2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.

3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".
4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:
 1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":
 1. If that "insured" or the legal representative settles the "bodily injury" claim without our consent.
 2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (B.2.) does not apply to a share-the-expense car pool.
 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.3.) does not apply to a "family member" using "your covered auto" which is owned by you.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

1. Workers' compensation law; or
 2. Disability benefits law.
- D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 1. Part A. or Part B. of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.
 - C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
 - D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
 1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing such coverage on a primary basis.

3. If the coverage under this policy is provided:

- a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
- b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

A. If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:

1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

B. "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.

Loss caused by the following is considered other than "collision":

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;

5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

C. "Non-owned auto" means:

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

TRANSPORTATION EXPENSES

A. In addition, we will pay, without application of a deductible, up to a maximum of \$800 for:

1. Temporary transportation expenses not exceeding \$20 per day incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:
 - a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - b. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
2. Expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for such expenses if the loss is caused by:
 - a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".
 - b. "Collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

However, the most we will pay for any expenses for loss of use is \$20 per day.

B. If the loss is caused by:

1. A total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:
 - a. Beginning 48 hours after the theft; and
 - b. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.
2. Other than theft of a "your covered auto" or a "non-owned auto", we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

C. Our payment will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "non-owned auto".

EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This Exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical or electrical breakdown or failure; or
 - d. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".

3. Loss due to or as a consequence of:

- a. Radioactive contamination;
- b. Discharge of any nuclear weapon (even if accidental);
- c. War (declared or undeclared);
- d. Civil war;
- e. Insurrection; or
- f. Rebellion or revolution.

4. Loss to any electronic equipment designed for the reproduction of sound and any accessories used with such equipment. This includes but is not limited to:

- a. Radios and stereos;
- b. Tape decks; or
- c. Compact disc players.

This Exclusion (4.) does not apply to equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:

- a. The equipment is permanently installed in "your covered auto" or any "non-owned auto"; or
- b. The equipment is:
 - (1) Removable from a housing unit which is permanently installed in the auto;
 - (2) Designed to be solely operated by use of the power from the auto's electrical system; and
 - (3) In or upon "your covered auto" or any "non-owned auto" at the time of loss.

5. Loss to any electronic equipment that receives or transmits audio, visual or data signals and any accessories used with such equipment. This includes but is not limited to:

- a. Citizens band radios;
- b. Telephones;
- c. Two-way mobile radios;
- d. Scanning monitor receivers;
- e. Television monitor receivers;
- f. Video cassette recorders;
- g. Audio cassette recorders; or
- h. Personal computers.

This Exclusion (5.) does not apply to:

- a. Any electronic equipment that is necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or

- b. A permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone.
- 6. Loss to tapes, records, discs or other media used with equipment described in Exclusions 4. and 5.
- 7. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.

This Exclusion (7.) does not apply to the interests of Loss Payees in "your covered auto".

- 8. Loss to:
 - a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
 - b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (8.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 14 days after you become the owner.
- 9. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
- 10. Loss to equipment designed or used for the detection or location of radar or laser.
- 11. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
 - a. Special carpeting or insulation;
 - b. Furniture or bars;
 - c. Height-extending roofs; or
 - d. Custom murals, paintings or other decals or graphics.

This Exclusion (11.) does not apply to a cap, cover or bedliner in or upon any "your covered auto" which is a pickup.

- 12. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.

- 13. Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:

- a. Competing in; or
- b. Practicing or preparing for;

any prearranged or organized racing or speed contest.

- 14. Loss to, or loss of use of, a "non-owned auto" rented by:

- a. You; or
- b. Any "family member";

If a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:

- 1. Actual cash value of the stolen or damaged property; or
- 2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

- 1. Any "non-owned auto" which is a trailer is \$500.
- 2. Equipment designed solely for the reproduction of sound, including any accessories used with such equipment, which is installed in locations not used by the auto manufacturer for installation of such equipment or accessories, is \$1,000.

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

APPRAISAL

A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.
 4. Authorize us to obtain:
 - a. Medical reports; and

b. Other pertinent records.

5. Submit a proof of loss when required by us.

C. A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

D. A person seeking Coverage For Damage To Your Auto must also:

1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F – GENERAL PROVISIONS**BANKRUPTCY**

Bankruptcy or insolvency of the "Insured" shall not relieve us of any obligations under this policy.

CHANGES

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
1. The number, type or use classification of insured vehicles;
 2. Operators using insured vehicles;
 3. The place of principal garaging of insured vehicles;
 4. Coverage, deductible or limits.

If a change resulting from A. or B. requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
1. A subsequent edition of your policy; or
 2. An Amendatory Endorsement.

FRAUD

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

LEGAL ACTION AGAINST US

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:
1. We agree in writing that the "insured" has an obligation to pay; or
 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

OUR RIGHT TO RECOVER PAYMENT

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

However, our rights in this Paragraph (A.) do not apply under Part D, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.

- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

POLICY PERIOD AND TERRITORY

- A. This policy applies only to accidents and losses which occur:

1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

- B. The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

TERMINATION**A. Cancellation**

This policy may be cancelled during the policy period as follows:

1. The named Insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days notice:
 - (1) If cancellation is for nonpayment of premium; or

(2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or

b. At least 20 days notice in all other cases.

3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:

a. For nonpayment of premium; or

b. If your driver's license or that of:

(1) Any driver who lives with you; or

(2) Any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred:

(1) During the policy period; or

(2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or

c. If the policy was obtained through material misrepresentation.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

C. Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

D. Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

B. Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

PERSONAL AUTO
PP 01 65 10 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS – SOUTH DAKOTA**I. Definitions**The following is added to the **Definitions** Section:

Throughout the policy, "minimum limits" refers to the following limits of liability, as required by South Dakota law, to be provided under a policy of automobile liability insurance:

1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to "bodily injury"; and
2. \$25,000 for each accident with respect to "property damage".

II. Part A – Liability Coverage

Part A is amended as follows:

A. The following exclusion is added:

We do not provide Liability Coverage for any "insured":

For "bodily injury" to you or any "family member". However, this exclusion does not apply for "bodily injury" to you to the extent that this coverage provides the minimum limits of liability required by the Financial Responsibility Law of the State of South Dakota.

B. The Other Insurance Provision is replaced by the following:**Other Insurance**

If there is other applicable liability insurance:

1. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.
2. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance. However, any insurance we provide for a vehicle you do not own will be primary insurance if the vehicle is insured under a policy affording coverage to a named insured engaged in the "business" of:

a. Selling;

b. Repairing;

c. Servicing;

d. Storing; or

e. Parking;

motor vehicles. This applies only if an "insured":

a. Is operating the vehicle; and

b. Is neither the person engaged in such "business" nor that person's employee or agent.

III. Part B – Medical Payments Coverage

Part B is amended as follows:

A. The Insuring Agreement in Part B is replaced by the following:**Insuring Agreement**

We will pay reasonable and customary expenses incurred for necessary medical and funeral services because of "bodily injury":

1. Caused by accident; and

2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within three years from the date of the accident.

"Insured" as used in this Part means:

1. You, any "family member" or any other resident of your household:

a. While "occupying"; or

b. As a pedestrian when colliding with or when struck by;

a motor vehicle designed for use mainly on public roads or a trailer of any type.

2. Any other person while "occupying" "your covered auto".

- B. Exclusions 3., 5. and 6. are replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

3. Sustained while "occupying" any vehicle located for use as a residence or premises and not being operated as a vehicle.
5. Sustained while "occupying" any vehicle (other than "your covered auto") which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
6. Sustained while "occupying" any vehicle (other than "your covered auto") which is:
 - a. Owned by any "family member"; or
 - b. Furnished or available for the regular use of any "family member".

However, this Exclusion (6.) does not apply to you.

- C. The **Other Insurance** Provision is replaced by the following:

Other Insurance

If there is other applicable auto medical payments insurance:

1. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.
2. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto medical payments insurance. However, any insurance we provide for a vehicle you do not own will be primary insurance if the vehicle is insured under a policy affording coverage to a named Insured engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

motor vehicles. This applies only if an "insured":

- a. Is operating the vehicle; and
- b. Is neither the person engaged in such "business" nor that person's employee or agent.

IV. Part C – Uninsured Motorists Coverage

Part C is amended as follows:

- A. The last sentence of Paragraph A. of the **Insuring Agreement** is replaced by the following:

No judgment for damages arising out of a suit brought against, or settlement entered into with, the owner or operator of an "uninsured motor vehicle" is binding on us unless we:

1. Received reasonable notice of the pendency of the suit resulting in judgment or the negotiations resulting in settlement; and
2. Had a reasonable opportunity to protect our interests in the suit or settlement.

- B. Section 3. of the definition of "uninsured motor vehicle" is replaced by the following:

"Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in "bodily injury" without hitting:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".

If there is no physical contact with the hit-and-run vehicle, the facts of the accident must be proved. We will only accept competent evidence other than the testimony of a person making claim under this or any similar coverage.

- C. Exclusion A. is replaced by the following:

We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:

1. By you while "occupying", or when struck by, any motor vehicle you own which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.

2. By a "family member":

- a. Who owns an auto, while "occupying", or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
- b. Who does not own an auto, while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.

D. Exclusion B.1. does not apply.

E. The Other Insurance Provision is replaced by the following:

Other Insurance

If there is other applicable similar insurance:

1. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.
2. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance. However, any insurance we provide for a vehicle you do not own will be primary insurance if the vehicle is insured under a policy affording coverage to a named insured engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;
 motor vehicles. This applies only if an "insured":
 - a. Is operating the vehicle; and
 - b. Is neither the person engaged in such "business" nor that person's employee or agent.

F. Paragraph C. of the Arbitration Provision is replaced by the following:

Unless both parties agree otherwise, arbitration will take place in the county in which the "Insured" lives. Local rules of law as to procedure and evidence will apply. Any decision of the arbitrators will not be binding.

V. Part D – Coverage For Damage To Your Auto

Part D is amended as follows:

A. Paragraph C. of the Limit Of Liability Provision is replaced by the following:

We may deduct for betterment from the amount we pay for the loss only if the repair or replacement results in an increase in the fair market value of the vehicle.

Betterment as used in this provision means the difference between:

1. The fair market value of the vehicle before the loss; and
2. The fair market value of the vehicle after repair or replacement.

B. The Other Sources Of Recovery Provision is replaced by the following:

Other Sources Of Recovery

If other sources of recovery also cover the loss:

1. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.
2. Any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:
 - a. Any coverage provided by the owner of the "non-owned auto";
 - b. Any other applicable physical damage insurance;
 - c. Any other source of recovery applicable to the loss.

However, any insurance we provide for a "non-owned auto" will be primary insurance if the vehicle is insured under a policy affording coverage to a named insured engaged in the "business" of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

motor vehicles. This applies only if an "insured":

- a. Is operating the vehicle; and
- b. Is neither the person engaged in such "business" nor that person's employee or agent.

- C. The **Appraisal** Provision is replaced by the following:

Appraisal

If we and you do not agree on the amount of loss, then an appraisal of the loss may be made. However, both parties must agree to the appraisal. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will not be binding. Each party will:

- 1. Pay its chosen appraiser; and
- 2. Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

VI. Part F – General Provisions

Part F is amended as follows:

- A. The **Our Right To Recover Payment** Provision is amended as follows:

Our Right To Recover Payment

- 1. Paragraph A. of this provision does not apply to Part C.
- 2. Paragraph B. of this provision does not apply to Underinsured Motorists Coverage if afforded under this policy.

- B. The **Termination** Provision is replaced by the following:

Termination

Cancellation

This policy may be cancelled during the policy period as follows:

- 1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
- 2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy at least 20 days' notice in all cases.
- 3. When this policy is in effect for 60 days or more, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";
 has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than one year.

Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 60 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

- 1. Less than six months, we will have the right not to renew or continue this policy every six months, beginning six months after its original effective date.
- 2. Six months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.

3. One year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

Automatic Termination

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

VII. Underinsured Motorists Coverage Endorsement

If the Underinsured Motorists Coverage Endorsement is attached to this policy, the provisions of the Underinsured Motorists Coverage Endorsement apply except as follows:

- A. The first paragraph of the definition of "underinsured motor vehicle" is replaced by the following:

"Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident, but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

- B. Exclusion A. is replaced by the following:

We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:

1. By you while "occupying", or when struck by, any motor vehicle you own which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
2. By a "family member":
 - a. Who owns an auto, while "occupying", or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 - b. Who does not own an auto, while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.

- C. The Other Insurance Provision is replaced by the following:

Other Insurance

If there is other applicable similar insurance:

1. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.
2. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance. However, any insurance we provide for a vehicle you do not own will be primary insurance if the vehicle is insured under a policy affording coverage to a named insured engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

motor vehicles. This applies only if an "insured":

- a. Is operating the vehicle; and
 - b. Is neither the person engaged in such "business" nor that person's employee or agent.
- D. Paragraph C. of the Arbitration Provision is replaced by the following:
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. Any decision of the arbitrators will not be binding.

VIII. Miscellaneous Endorsements – Physical Damage Coverage

With respect to any endorsement attached to the policy which amends Part D of the policy, the last paragraph of the **Limit Of Liability** Provision for Part D is replaced by the following:

We may deduct for betterment from the amount we pay for the loss only if the repair or replacement results in an increase in the fair market value of the vehicle.

Betterment as used in this provision means the difference between:

- a. The fair market value of the vehicle before the loss; and
- b. The fair market value of the vehicle after repair or replacement.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

PERSONAL AUTO
PP 13 01 12 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

I. Definitions

The following definition is added:

"Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

II. Part D – Coverage For Damage To Your Auto

The following exclusion is added:

We will not pay for:

Loss to "your covered auto" or any "non-owned auto" due to "diminution in value".

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

RoadAssist 24/7

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

24-HOUR ROAD SERVICE ENDORSEMENT

The following provisions are added to **your** policy:

ADDITIONAL DEFINITIONS

Wherever they appear in this Endorsement, the General Definitions set forth in **your** policy shall apply, and the following Additional Definitions shall apply:

1. **Covered disabled vehicle** means a disabled motor vehicle that is a **covered vehicle**.
2. **Covered emergency** means a disablement that is a result of:
 - a. Mechanical or electrical breakdown;
 - b. Battery failure;
 - c. Insufficient supply of fuel, oil, water or other fluid;
 - d. Flat tire;
 - e. Lock-out; or
 - f. Entrapment in snow, mud, water or sand.
3. **Covered vehicle** is an insured private passenger type auto, pickup or van having four wheels, or a replacement to that vehicle.

INSURING AGREEMENT

If **you** have a policy for which we provide Liability Coverage (Part A), we will pay for **our** authorized service representative to provide:

1. Towing of a **covered disabled vehicle** or a private passenger vehicle driven by a listed driver on **your** policy to the nearest qualified repair facility, or to the repair facility of your choice subject to a maximum tow within the plan limits; and
2. Minor on-site labor on a **covered disabled vehicle** or a private passenger vehicle driven by a listed driver on **your** policy at the place of disablement which is necessary due to a **covered emergency**.

We will not pay for a disablement caused by an excluded driver.

We will not pay for more than five disablements during a 12-month consecutive period.

EXCLUSIONS - READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, ROADSIDE ASSISTANCE COVERAGE WILL NOT BE PROVIDED.

This coverage does not apply to:

1. Any parts or replacement keys;

PP 70 23 02 09

2. Fluid, lubricants or fuel in excess of the amount required to get **your** vehicle back on the road;
3. Installation of any products or materials not related to the disablement;
4. Labor or materials not related to the disablement of **your** vehicle including work performed at a service station, garage or repair shop;
5. Labor on a **covered disabled vehicle** for any time period in excess of sixty (60) minutes from time of dispatch per disablement;
6. Tire repair or replacement;
7. Any and all fines, vehicle storage charges, transportation or temporary living expenses;
8. Towing or storage related to impoundment, abandonment, illegal parking or other violations of law or disablement that results from the use of intoxicants or narcotics;
9. Damage or disablement due to fire, flood or vandalism;
10. Towing from a service station, garage or repair shop;
11. A second or any subsequent tow for a single disablement;
12. Mounting or removing of snow tires or chains;
13. Disablement that results from the willful acts or actions of the operator of a **covered disabled vehicle**;
14. Disablement that is not the result of a **covered emergency**;
15. Disablement service necessary as a result of a disabled trailer that is being towed by a covered vehicle;
16. Disablements that occur on roads not regularly maintained, such as sand beaches, open fields, and areas designated as not passable due to construction.

UNAUTHORIZED SERVICE PROVIDER

When service is rendered by a provider other than our authorized service representative, "RoadAssist 24/7 " will only pay reasonable charges up to \$75 maximum, for:

1. Towing of a **covered disabled vehicle** or vehicle driven by listed driver on the policy to the nearest qualified repair facility, or to the repair facility of your choice subject to a maximum tow within the plan limits; and
2. Labor on a **covered disabled vehicle** or vehicle driven by listed driver on the policy at the place of disablement which is necessary due to a **covered emergency**.

ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

The Company reserves the right to alter this program upon renewal of your policy with written notice.

Coverage applies in the United States and Canada.

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PP 70 23 02 09

Cut these out and keep one in your wallet, your purse, or in your vehicle.



UNITED FIRE GROUP

ROADASSIST 24/7
24 Hour Emergency Road Service

National Toll Free Assistance Number
1-866-936-0482

Producer Code: 13636
Plan: **C-25 Miles**



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UNITED FIRE GROUP

ROADASSIST 24/7
24 Hour Emergency Road Service

National Toll Free Assistance Number
1-866-936-0482

Producer Code: 13636
Plan: **C-25 Miles**

UF004947

POLICY NUMBER:

PERSONAL AUTO
PP 03 07 06 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRAILER/CAMPER BODY COVERAGE (MAXIMUM LIMIT OF LIABILITY)**SCHEDULE**

Description Of Vehicle	Limit Of Liability		Premium	
	Collision	Other Than Collision	Collision	Other Than Collision
	\$ _____ Less	\$ _____ Less		
	\$ _____ Ded.	\$ _____ Ded.	\$ _____	\$ _____
	\$ _____ Less	\$ _____ Less		
	\$ _____ Ded.	\$ _____ Ded.	\$ _____	\$ _____
	\$ _____ Less	\$ _____ Less		
	\$ _____ Ded.	\$ _____ Ded.	\$ _____	\$ _____

NOTICE

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit Of Liability Provision below.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

- A.** For the purpose of the coverage provided by this endorsement, "your covered auto" means a "trailer" or camper body.
- B.** Exclusion 8. of Part D – Coverage For Damage To Your Auto does not apply to coverage provided by this endorsement.
- C.** We will pay for direct and accidental loss to:
1. A "trailer" or camper body described in the Schedule or in the Declarations; and
 2. Facilities or equipment designed to be used with the described "trailer" or camper body while in or attached to the "trailer" or camper body. Facilities or equipment include but are not limited to:
 - a. Cooking, dining, plumbing, or refrigeration facilities;
 - b. Awnings or cabanas; or
 - c. Any other facilities or equipment designed to be used with a "trailer" or camper body.

We will pay for loss caused by:

1. Other than "collision" only if the Schedule or Declarations indicates that Other Than Collision Coverage is provided for that "trailer" or camper body.
 2. "Collision" only if the Schedule or Declarations indicates that Collision Coverage is provided for that "trailer" or camper body.
- D.** The following exclusions are added:
1. We will not pay for loss to:
 - a. Clothing or luggage;
 - b. Business or office equipment; or
 - c. Articles which are sales samples or used in exhibitions.
 2. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4., 5., 6., 10. or 11. of Part D.

PP 03 07 06 98

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- E. With respect to coverage under this endorsement, the **Limit Of Liability** Provision of Part D is replaced by the following:

LIMIT OF LIABILITY

Our limit of liability for loss will be the lesser of the:

1. Amount shown in the Schedule or in the Declarations;
2. Actual cash value of the stolen or damaged property; or
3. Amount necessary to repair or replace the property with other property of like kind and quality.

Our payment for loss will be reduced by any applicable deductible shown in the Schedule or in the Declarations. If loss to more than one "your covered auto" results from the same "collision", only the highest applicable deductible will apply.

An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

POLICY NUMBER:

PERSONAL AUTO
PP 03 11 06 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERINSURED MOTORISTS COVERAGE**SCHEDULE**

Limit Of Liability	Premium		
	Auto 1	Auto 2	Auto 3
\$ _____ each person	\$ _____	\$ _____	\$ _____
\$ _____ each accident			

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle".

We will pay under this coverage only if 1. or 2. below applies:

1. The limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
 - a. Have been given prompt written notice of such tentative settlement; and
 - b. Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

B. "Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the limit of liability for this coverage.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
2. Owned by or furnished or available for the regular use of you or any "family member".
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not upon public roads.
6. While located for use as a residence or premises.
7. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
8. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

EXCLUSIONS

- A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:
1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":
1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (B.1.) does not apply to a share-the-expense car pool.
 2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.2.) does not apply to a "family member" using "your covered auto" which is owned by you.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- D. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Schedule or in the Declarations for each person for Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.
- This is the most we will pay regardless of the number of:
1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Schedule or in the Declarations; or
 4. Vehicles involved in the accident.

- B. The limit of liability shall be reduced by all sums paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of this policy.
- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B or Part C of this policy.
- D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- E. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law;
1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing such coverage on a primary basis.
3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

A. If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

ADDITIONAL DUTIES

A person seeking coverage under this endorsement must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

GENERAL PROVISIONS

The following is added to the **Our Right To Recover Payment** Provision in Part F:

OUR RIGHT TO RECOVER PAYMENT

Our rights do not apply under Paragraph A, with respect to Underinsured Motorists Coverage if we:

1. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle", and
2. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

1. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
2. We also have a right to recover the advanced payment.